MONOPOLIES—CONTRACT—RESTRAINT OF TRADE.—CONTINENTAL WALL PAPER CO. v. LEWIS VOIGHT SONS CO., 148 Fed. 939.—*Held,* that where a combination of manufacturers and wholesalers of wall paper was claimed to be in restraint of trade and in violation of the congressional anti-trust act of 1890 (Act July 2, 1890, c. 647, 26 Stat. 209), it was immaterial to the validity of the combination that the agreement was valid at common law as imposing only a reasonable restraint on competition, provided the direct result of its operation was to directly restrain freedom of commerce between the states or with foreign nations.

Under this act any combination that imposes restraint is unlawful, whether legal or illegal at common law, *United States v. Freight Ass'n,* 166 U. S. 290, and it is immaterial whether the restraint is fair and reasonable or whether it actually results in raising the price of the commodity dealt in. *United States v. Coal Dealers Ass'n,* 85 Fed. 252; *United States v. Ass'n,* 171 U. S. 505.

NEGLIGENCE—CARE AS TO LICENSEE.—ROSENTHAL v. UNITED DRESSED BEEF CO., 101 N. Y. SUPP. 532.—*Held,* that where there was a means of access to a slaughter house through the defendant's premises, a customer of the owner of the slaughter house passing through defendant's premises to reach the same was a mere licensee to whom defendant owed no duty of active care.

It is only where a party comes on the premises of another by invitation either express or implied, that the owner assumes the obligation of providing a safe and suitable means of ingress and egress and of moving about the premises. *The South Bend Iron Works v. Larger,* 11 Ind. App. 367; *Reardon v. Thompson,* 149 Mass. 267. A person, whose only right to use certain premises consists of the fact that the owner does not object to such use, is a mere licensee, *McCarn v. Thilemann,* 36 N. Y. Misc. Rep. 145, and one who enjoys such permission is only relieved of being a trespasser, *Vanderbeck, Vanderbeck and Pierson v. Hendry,* 34 N. J. Law 467, and must assume all ordinary risk attached to the nature of the place or the business carried on. *Faris v. Hoberg, et al.,* 134 Ind 269.

OFFICERS—COMPENSATION.—STEPHENS v. CITY OF OLDTOWN, 65 ATL. 115 (ME.).—*Held,* that a public officer for the performance of his official duties is entitled to such compensation only as is fixed by law for that office. If no compensation has been thus fixed, he is not entitled to any.

Williams v. Chariton County, 85 Mo. 645, held that no fees are allowed an officer, except where expressly given and allowed by law. This doctrine was upheld even more strongly in the case, *Hatch v. Maine,* 15 Wend. (N. Y.) 45, which held, not only that a public officer cannot recover for extra compensation for the redition of his duties, but that such an agreement if made would be against public policy. In an Alabama case it was held that a person who accepted an office took an office *cum onere* and if no compensation was fixed for the redition of duties of that office they were presumed to be gratuitous. *State ex rel. Pollard, Jr., v. Brewer,* 59 Ala. 130. The same principle is found in *Carroll County Commissioners v. Gresham,* 101 Ind. 53. In the old Connecticut case of *Preston v. Bacon,* 4 Conn. 471, it was held that an officer could not recover on a note given to him for compensation for services rendered by him which he was legally bound to carry out. Such an agreement being contrary to public policy.